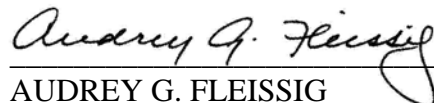


are appropriate in light of the parties' CBAs. For example, Plaintiffs have not explained how, if at all, the settlement agreement that is the subject of Count II affects their claims for unpaid contributions for earlier periods under Count I. Moreover, Plaintiffs note that they have "obtained payment of \$50,000.00 from an Irrevocable Letter of Credit provided on behalf of ESI in favor of [Plaintiffs]," (ECF Nos. 10 at 2), but Plaintiffs do not state when this payment was received or how, if at all, it affects their calculation of liquidated damages and interest. *See, e.g., Carpenters & Joiners Welfare Fund v. Gittleman Corp.*, 857 F.2d 476 (8th Cir. 1988) (holding that liquidated damages under ERISA are "keyed to the amount of 'unpaid contributions,'" and are not warranted to the extent contributions are paid before suit was filed, even if such payment was delinquent).

Accordingly,

IT IS HEREBY ORDERED that Plaintiffs' motion (ECF No. 10) for default judgment is **DENIED without prejudice** to filing, no later than **December 10, 2019**, a new motion for default judgment and supporting memorandum, which addresses the issues described above and clearly explains how Plaintiffs calculated each component of their request for damages. Plaintiffs shall attach to the new motion all necessary affidavits and documentation to establish the amount of their damages.

Failure to comply with this Order may result in the dismissal of Plaintiffs' complaint without prejudice.


AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE

Dated this 19th day of November, 2019.